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10 Attorneys for Plaintiff
11 AMERIS BANK d/b/a BALBOA CAPITAL CORPORATION

12
13 THE UNITED STATES DISTRICT COURT
14 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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16 AMERIS BANK, a Georgia state-
17 chartered banking corporation, doing
business as BALBOA CAPITAL
CORPORATION,

18 Plaintiff,

19 vs.

20 PANNU TRANSPORT, INC., a
21 Virginia corporation; PARVINDER
SINGH, an individual,

22 Defendants.
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Case No.:

**PLAINTIFF AMERIS BANK D/B/A/
BALBOA CAPITAL
CORPORATION'S COMPLAINT
FOR:**

1. **BREACH OF EQUIPMENT
FINANCING AGREEMENT NO. 1;**
2. **BREACH OF PERSONAL
GUARANTY NO. 1;**
3. **BREACH OF EQUIPMENT
FINANCING AGREEMENT NO. 2;**
4. **BREACH OF PERSONAL
GUARANTY NO. 2;**
5. **BREACH OF EQUIPMENT
FINANCING AGREEMENT NO. 3;**
6. **BREACH OF PERSONAL
GUARANTY NO. 3.**

1 Plaintiff Ameris Bank, a Georgia state-chartered banking corporation doing
2 business as Balboa Capital Corporation, (“Balboa” or “Plaintiff”), alleges as
3 follows:

4 **PARTIES AND JURISDICTION**

5 1. Plaintiff Ameris Bank d/b/a Balboa Capital Corporation (“Balboa” or
6 “Plaintiff”) is, and at all times relevant to this action was, a Georgia state-chartered
7 banking corporation with Balboa Capital Corporation as one of its divisions, which
8 division has its principal place of business in the State of California, County of
9 Orange.

10 2. Defendant Pannu Transport Inc. (“Pannu Transport”) is, and at all
11 times relevant to this action was, a Virginia corporation with its principal place of
12 business in the County of Prince William, State of Virginia.

13 3. Defendant Parvinder Singh (“Singh”), an individual, is and at all times
14 relevant to this action was, a resident of the County of Prince William, State of
15 Virginia and was an officer, director, shareholder, agent and/or owner of Defendant
16 Pannu Transport.

17 4. Plaintiff is informed and believes and thereon alleges that each
18 Defendant, directly or indirectly, or through agents or other persons, was engaged
19 with some or all of the other Defendants in a joint enterprise for profit, and bore
20 such other relationships to some or all of the other Defendants so as to be liable for
21 their conduct with respect to the matters alleged below. Plaintiff is informed and
22 believes and thereon alleges that each Defendant acted pursuant to and within the
23 scope of the relationships alleged above, that each Defendant knew or should have
24 known about the foregoing, and that each Defendant authorized, ratified, adopted,
25 approved, controlled, and aided and abetted the conduct of all other Defendants.

26 5. The obligations sued upon herein are commercial in nature and the
27 Complaint herein is not subject to the provisions of California Civil Code Sections
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1 1801, *et seq.* (Unruh Retail Installment Sales Act) and/or California Civil Code
2 Sections 2981, *et seq.* (Rees-Levering Motor Vehicle Sales and Finance Act).

3 6. Pursuant to the Equipment Financing Agreements and Guaranties
4 described herein below, defendant Pannu Transport and defendant Singh agreed
5 that they would be governed by the laws of the State of California. In addition, the
6 agreements provide, in pertinent part, as follows:

7 **25. GENERAL.** ... THIS AGREEMENT SHALL BE
8 GOVERNED BY THE LAW OF THE STATE OF
9 CALIFORNIA. DEBTOR SUBMITS TO THE
10 JURISDICTION OF CALIFORNIA AND AGREES
11 THAT THE CALIFORNIA STATE COURTS OF
12 ORANGE COUNTY AND/OR THE UNITED STATES
13 DISTRICT COURT FOR THE CENTRAL DISTRICT OF
14 CALIFORNIA, SANTA ANA DIVISION, SHALL
15 HAVE EXCLUSIVE JURISDICTION OVER ANY
16 ACTION OR PROCEEDING TO ENFORCE THIS
17 AGREEMENT OR ANY ACTION OR PROCEEDING
18 ARISING OUT OF THIS AGREEMENT.

14 *See* EFA No. 1.

15 **30. CONSENT TO EXCLUSIVE AND MANDATORY**
16 **JURISDICTION AND VENUE OF CALIFORNIA.**
17 Debtor submits to the jurisdiction of California and agrees
18 that any action or proceeding to enforce this Agreement, or
19 any action or proceeding arising out of or related to this
20 Agreement will be exclusively commenced, initiated and
21 litigated in the California State Courts of Orange County
22 California and/or the United States District Court for the
23 Central District of California, Santa Ana Division.

20 *See* EFA Nos. 2 and 3.

21 7. Jurisdiction. This Court has jurisdiction over the case pursuant to 28
22 U.S.C. §1332(a).

23 8. Venue. This case is properly venued in this judicial district pursuant to
24 28 U.S.C. §1391(b)(2) and in the Southern Division pursuant to 28 U.S.C.
25 §84(c)(3).
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FIRST CAUSE OF ACTION

(Breach of Equipment Financing Agreement No. 1)

(Against Pannu Transport)

9. Balboa alleges and incorporates by reference each and every allegation contained above, inclusive, as though each were fully set forth here.

10. Prior to February 2021, Balboa is informed and believes that Pannu Transport initiated and engaged with Big Rig Trucks & Trailers, LLC located at 3060 Highway 101, South Greer, SC 29651 (“Equipment Vendor No. 1”), in order to coordinate the acquisition and financing of certain equipment (hereinafter referred to as “Collateral No. 1”) for its business. Equipment Vendor No. 1 worked with Pannu Transport in the selection of Collateral No. 1 and in coordinating its delivery.

11. Thereafter, Balboa is informed and believes, and therefore alleges, that Equipment Vendor No. 1 initiated and coordinated submission of Defendants’ electronic credit application to Balboa and other financial institutions. Upon review, Pannu Transport concluded that Balboa offered agreeable terms to finance Collateral No. 1 commensurate with its requirements. Thereafter, Equipment Vendor No. 1 accumulated and submitted to Balboa the requisite signatories, documentation and financial information from the Defendants to finance Collateral No. 1 being supplied by Equipment Vendor No. 1.

12. On or about February 24, 2021, Balboa executed and delivered to Pannu Transport a certain written Vehicle (Equipment) Financing Agreement No. 349852-000 (“EFA No. 1”), under the terms of which Balboa loaned to Pannu Transport the principal sum of Eighty-Three Thousand Seven-Hundred Seventeen Dollars and Eighty-Eight Cents (\$83,717.88) in order to finance Collateral No. 1 for its business. EFA No. 1 required Pannu Transport to make seventy-two (72) monthly payments of \$1,667.91, payable on the 24th day of each month beginning

1 February 24, 2021. A true and correct copy of EFA No. 1 is attached as **Exhibit A**
2 and is incorporated here by reference.

3 13. The last payment received by Balboa was credited toward the monthly
4 payment due for September 24, 2023. Therefore, on or about October 24, 2023,
5 Pannu Transport breached EFA No. 1 by failing to make the monthly payment due
6 on that date. Defendant Pannu Transport's failure to make timely payments is a
7 default under the terms of EFA No. 1.

8 14. In accordance with EFA No. 1, and as a proximate result of Pannu
9 Transport's default thereunder, Balboa declared the entire balance of the payments
10 under EFA No. 1 to be immediately due and payable to Balboa. In addition,
11 pursuant to EFA No. 1, Balboa is entitled to recover all accelerated payments due
12 under EFA No. 1. Therefore, there became due the sum of \$70,052.23. These
13 amounts are exclusive of interest, attorneys' fees and costs, no portion of which
14 sum has been paid by Pannu Transport.

15 15. In addition, the terms of EFA No. 1 provide that Pannu Transport is
16 liable to Balboa for late charges on all payments not made in a timely manner. As
17 of the date of the filing of Balboa's Complaint, late charges in the sum of \$300.22
18 are now due and owing.

19 16. Balboa has performed all of the terms, conditions, and covenants
20 required to be performed by it under the terms of EFA No. 1, except as excused or
21 prevented by the conduct of Pannu Transport.

22 17. As a proximate result of Pannu Transport's breach of EFA No. 1,
23 Balboa has been damaged in the total sum of \$70,352.45, plus prejudgment interest
24 from October 24, 2023, until the entry of judgment herein.

25 18. Further, under the terms of EFA No. 1, Pannu Transport promised to
26 pay all costs, including reasonable attorneys' fees, incurred by Balboa in the
27 enforcement of EFA No. 1. Therefore, Balboa requests the Court award Balboa its
28 reasonable attorneys' fees and costs as against Pannu Transport.

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1 on that date. Defendant Pannu Transport's failure to make timely payments is a
2 default under the terms of EFA No. 2.

3 30. In accordance with EFA No. 2, and as a proximate result of Pannu
4 Transport's default thereunder, Balboa declared the entire balance of the payments
5 under EFA No. 2 to be immediately due and payable to Balboa. In addition,
6 pursuant to EFA No. 2, Balboa is entitled to recover all accelerated payments due
7 under EFA No. 2. Therefore, there became due the sum of \$96,324.01. These
8 amounts are exclusive of interest, attorneys' fees and costs, no portion of which
9 sum has been paid by Pannu Transport.

10 31. In addition, the terms of EFA No. 2 provide that Pannu Transport is
11 liable to Balboa for late charges on all payments not made in a timely manner. As
12 of the date of the filing of Balboa's Complaint, late charges in the sum of \$251.28
13 are now due and owing.

14 32. Balboa has performed all of the terms, conditions, and covenants
15 required to be performed by it under the terms of EFA No. 2, except as excused or
16 prevented by the conduct of Pannu Transport.

17 33. As a proximate result of Pannu Transport's breach of EFA No. 2,
18 Balboa has been damaged in the total sum of \$96,575.29, plus prejudgment interest
19 from October 21, 2023, until the entry of judgment.

20 34. Further, under the terms of EFA No. 2, Pannu Transport promised to
21 pay all costs, including reasonable attorneys' fees, incurred by Balboa in the
22 enforcement of EFA No. 2. Therefore, Balboa requests the Court award Balboa its
23 reasonable attorneys' fees and costs as against Pannu Transport.

24 35. EFA No. 2 also provides Balboa the remedy of possession of
25 Collateral No. 2 and to obtain an order that Balboa may, in accordance with
26 applicable state law, sell the remaining Collateral No. 2 and apply the net proceeds
27 from the sale to the remaining loan balance. Alternatively, if possession cannot be
28 had, Balboa is entitled to recover the value of Collateral No. 2.

FOURTH CAUSE OF ACTION

(Breach of Guaranty No. 2)

(Against Singh)

36. Balboa alleges and incorporates by reference each and every allegation contained above, inclusive, as though each were fully set forth here.

37. Concurrent with the execution of EFA No. 2, and in order to induce Balboa to enter into EFA No. 2 with Pannu Transport, Singh guaranteed, in writing, the payment of the then existing and future indebtedness due and owing to Balboa under the terms of EFA No. 2. A true and correct copy of the written Personal Guaranty (“Guaranty No. 2”) is attached as **Exhibit D** and incorporated herein by reference.

38. Balboa has performed all the terms, conditions, and covenants required to be performed by Balboa under the terms of Guaranty No. 2, except as excused or prevented by the conduct of Singh.

39. Following a default of Pannu Transport under the terms of EFA No. 2, Balboa demanded Singh make the payments required under EFA No. 2. Singh failed to meet the guaranty obligations of Guaranty No. 2 and make the payments required under EFA No. 2.

40. Pursuant to the terms of Guaranty No. 2, the sum of \$96,575.29, plus prejudgment interest from October 21, 2023, is due and payable to Balboa from Singh. This Complaint, in addition to previous demands, shall constitute further demand upon Singh to pay the entire indebtedness due and owing from Pannu Transport to Balboa under the terms of EFA No. 2.

41. Under the terms of Guaranty No. 2, Singh promised to pay all costs, including reasonable attorneys’ fees, incurred by Balboa in the enforcement of EFA No. 2 and Guaranty No. 2. Therefore, Balboa requests the Court award Balboa its reasonable attorneys’ fees and costs as against Singh.

FIFTH CAUSE OF ACTION

(Breach of Equipment Financing Agreement No. 3)

(Against Pannu Transport)

42. Balboa alleges and incorporates by reference each and every allegation contained above, inclusive, as though each were fully set forth here.

43. Prior to September 2023, Balboa is informed and believes that Pannu Transport initiated and engaged with Equipment Vendor No. 2, in order to coordinate the acquisition and financing of certain equipment (hereinafter referred to as “Collateral No. 3”) for its business. Equipment Vendor No. 2 worked with Pannu Transport in the selection of Collateral No. 3 and in coordinating its delivery.

44. Thereafter, Balboa is informed and believes, and therefore alleges, that Equipment Vendor No. 2 initiated and coordinated submission of Defendants’ electronic credit application to Balboa and other financial institutions. Upon review, Pannu Transport concluded that Balboa offered agreeable terms to finance Collateral No. 3 commensurate with its requirements. Thereafter, Equipment Vendor No. 2 accumulated and submitted to Balboa the requisite signatories, documentation and financial information from the Defendants to finance Collateral No. 3 being supplied by Equipment Vendor No. 2.

45. On or about September 5, 2023, Balboa executed and delivered to Pannu Transport a certain written Equipment Financing Agreement No. 349852-002 (“EFA No. 3”), under the terms of which Balboa loaned to Pannu Transport the principal sum of Seventy-Four Thousand One-Hundred Forty-Nine Dollars and Ninety-Two Cents (\$74,149.92) in order to finance Collateral No. 3 for its business. EFA No. 3 required Pannu Transport to make thirty (30) monthly payments of \$2,918.00, payable on the 4th day of each month beginning November 4, 2023. A true and correct copy of EFA No. 3 is attached as **Exhibit E** and is incorporated here by reference.

1 46. No payment was received by Balboa for EFA No. 3. Therefore, on or
2 about November 4, 2023, Pannu Transport breached EFA No. 3 by failing to make
3 the monthly payment due on that date. Defendant Pannu Transport's failure to
4 make timely payments is a default under the terms of EFA No. 3.

5 47. In accordance with EFA No. 3, and as a proximate result of Pannu
6 Transport's default thereunder, Balboa declared the entire balance of the payments
7 under EFA No. 3 to be immediately due and payable to Balboa. In addition,
8 pursuant to EFA No. 3, Balboa is entitled to recover all accelerated payments due
9 under EFA No. 3. Therefore, there became due the sum of \$87,540.01. These
10 amounts are exclusive of interest, attorneys' fees and costs, no portion of which
11 sum has been paid by Pannu Transport.

12 48. In addition, the terms of EFA No. 3 provide that Pannu Transport is
13 liable to Balboa for fees not made in a timely manner. As of the date of the filing
14 of Balboa's Complaint, a titling fee in the sum of \$150.00 is now due and owing.

15 49. Balboa has performed all of the terms, conditions, and covenants
16 required to be performed by it under the terms of EFA No. 3, except as excused or
17 prevented by the conduct of Pannu Transport.

18 50. As a proximate result of Pannu Transport's breach of EFA No. 3,
19 Balboa has been damaged in the total sum of \$87,690.01, plus prejudgment interest
20 from November 4, 2023, until the entry of judgment herein.

21 51. Further, under the terms of EFA No. 3, Pannu Transport promised to
22 pay all costs, including reasonable attorneys' fees, incurred by Balboa in the
23 enforcement of EFA No. 3. Therefore, Balboa requests the Court award Balboa its
24 reasonable attorneys' fees and costs as against Pannu Transport.

25 52. EFA No. 3 also provides Balboa the remedy of possession of
26 Collateral No. 3 and to obtain an order that Balboa may, in accordance with
27 applicable state law, sell the remaining Collateral No. 3 and apply the net proceeds
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1 from the sale to the remaining loan balance. Alternatively, if possession cannot be
2 had, Balboa is entitled to recover the value of Collateral No. 3.

3 **SIXTH CAUSE OF ACTION**

4 **(Breach of Guaranty No. 3)**

5 **(Against Singh)**

6 53. Balboa alleges and incorporates by reference each and every allegation
7 contained above, inclusive, as though each were fully set forth here.

8 54. Concurrent with the execution of EFA No. 3, and in order to induce
9 Balboa to enter into EFA No. 3 with Pannu Transport, Singh guaranteed, in writing,
10 the payment of the then existing and future indebtedness due and owing to Balboa
11 under the terms of EFA No. 3. A true and correct copy of the written Personal
12 Guaranty signed by Singh (“Guaranty No. 3”) is attached as **Exhibit F** and
13 incorporated herein by reference.

14 55. Balboa has performed all the terms, conditions, and covenants required
15 to be performed by Balboa under the terms of Guaranty No. 3, except as excused or
16 prevented by the conduct of Singh.

17 56. Following a default of Pannu Transport under the terms of EFA No. 3,
18 Balboa demanded Singh make the payments required under EFA No. 3. Singh
19 failed to meet the guaranty obligations of Guaranty No. 3 and make the payments
20 required under EFA No. 3.

21 57. Pursuant to the terms of Guaranty No. 3, the sum of \$87,690.01, plus
22 prejudgment interest from November 4, 2023, is due and payable to Balboa from
23 Singh. This Complaint, in addition to previous demands, shall constitute further
24 demand upon Singh to pay the entire indebtedness due and owing from Pannu
25 Transport to Balboa under the terms of EFA No. 3.

26 58. Under the terms of Guaranty No. 3, Singh promised to pay all costs,
27 including reasonable attorneys’ fees, incurred by Balboa in the enforcement of EFA
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No. 3 and Guaranty No. 3. Therefore, Balboa requests the Court award Balboa its reasonable attorneys' fees and costs as against Singh.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Balboa prays for judgment against Defendants, and each of them, as follows:

On the First and Second Causes of Action:

1. The principal sum \$70,352.45;
2. Prejudgment interest from October 24, 2023 to the date of entry of judgment;
3. Late charges and non-sufficient charges in an amount to be proven at trial;
4. An order to recover possession of Collateral No. 1 which is the subject of EFA No. 1, or if Collateral No. 1 cannot be delivered, for its reasonable value according to proof;
5. Reasonable attorneys' fees and costs;
6. Costs of suit as provided by law; and
7. Such other and further relief that the Court considers proper.

On the Third and Fourth Causes of Action:

1. The principal sum \$96,575.29;
2. Prejudgment interest from October 21, 2023 to the date of entry of judgment;
3. Late charges and non-sufficient charges in an amount to be proven at trial;
4. An order to recover possession of Collateral No. 2 which is the subject of EFA No. 2, or if Collateral No. 2 cannot be delivered, for its reasonable value according to proof;
5. Reasonable attorneys' fees and costs;
6. Costs of suit as provided by law; and

7. Such other and further relief that the Court considers proper.

On the Fifth and Sixth Causes of Action:

1. The principal sum \$87,690.01

2. Prejudgment interest from November 4, 2023 to the date of entry of judgment;

3. Late charges and non-sufficient charges in an amount to be proven at trial;

4. An order to recover possession of Collateral No. 3 which is the subject of EFA No. 3, or if Collateral No. 3 cannot be delivered, for its reasonable value according to proof;

5. Reasonable attorneys' fees and costs;

6. Costs of suit as provided by law; and

7. Such other and further relief that the Court considers proper.

DATED: December 19, 2023

SALISIAN | LEE LLP

By: 

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AMERIS BANK d/b/a BALBOA CAPITAL
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